

TO: United States Bankruptcy Court
FROM: DJ Limousine Car Service Inc
DATE: 01/29/2022
SUBJ: Evaristo Burdiez Case Number: 20-23664/VFP

Dear Honorable Vincent F. Papalia,

Please note as per your order Mr. Burdiez has failed to surrender for full satisfaction of claim on any of the 6 collaterals. Mr. Burdiez continues to operate all 6 collaterals but yet fails to pay a single penny. (Amazing)

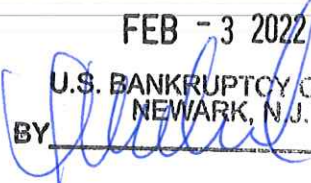
I am greatly thankful for all you do. Should you require anything further please advise.

Thank you,



John Rodriguez
President
DJ Limousine Car Service Inc
P: 917-923-1404
E: DJbrother2@yahoo.com

FILED
JEANNE A. NAUGHTON, CLERK

FEB - 3 2022
U.S. BANKRUPTCY COURT
NEWARK, N.J.
BY  DEPUTY

Form 186 – ntc13plnprior

UNITED STATES BANKRUPTCY COURT

District of New Jersey
MLK Jr Federal Building
50 Walnut Street
Newark, NJ 07102

Case No.: 20-23664-VFP
Chapter: 13
Judge: Vincent F. Papalia

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Evaristo Burdiez
aka Evaristo Burdiez Jr.
365 River Road
Bogota, NJ 07603

Social Security No.:
xxx-xx-4674

Employer's Tax I.D. No.:

**NOTICE OF MODIFICATION OF CHAPTER 13 PLAN PRIOR TO CONFIRMATION;
FIXING TIMES TO REJECT PLAN, COMBINED WITH NOTICE THEREOF**

A Plan was filed in this matter on 2/3/21 and a confirmation hearing on such Plan has been scheduled for 3/4/21.

The debtor filed a Modified Plan on 1/20/22 and a confirmation hearing on the Modified Plan is scheduled for 3/3/2022 at 8:30 AM. Accordingly, notice is hereby given that,

1. Seven (7) days prior to the confirmation hearing of the modified plan is fixed as the last day for filing a written rejection to the modified plan.
2. Pursuant to 11 U.S.C. 1323 (c), if the Plan as modified changes the rights of the holder of a secured claim, such holder's acceptance or rejection of the Plan before modification will be deemed acceptance or rejection of the Plan as modified, unless the holder changes such holder's acceptance or rejection of the Plan within the time fixed.
3. The filing of a Modified Plan does not automatically adjourn the existing Confirmation hearing. Unless the Confirmation hearing is adjourned by the Trustee or the Court, the Court will hear arguments in support of the original plan on the scheduled Confirmation date, consider the reasons for filing the modified plan, and either adjourn the hearing date, confirm the plan, dismiss or convert the case, or take any other action on the original plan deemed appropriate.

A full copy of the modified Plan will follow this notice.

Dated: January 21, 2022
JAN: wdh

Jeanne Naughton
Clerk

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security 4 Assumption of Executory Contract or Unexpired Lease 7 Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:
Burdiez, Evaristo

Case No.: 20-23664/VFP
Judge: Vincent F. Papalia

Debtor(s)

Chapter 13 Plan and Motions

☐ Original ☒ Modified/Notice Required Date: 1/17/2022
☒ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

- ☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.
- ☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.
- ☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: RC Initial Debtor: EB Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

- a. The debtor shall pay \$150.00 per month to the Chapter 13 Trustee, starting on 01/01/2021 for approximately 12 months and then,
The debtor shall pay \$150.00 per month to the Chapter 13 Trustee, starting on 01/01/2022 for approximately 24 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
☒ Future earnings
☒ Other sources of funding (describe source, amount and date when funds are available):
 Rent Rolls and contribution from Debtor's son
- c. Use of real property to satisfy plan obligations:
☒ Sale of real property
 Description: Debtor is assuming real estate contract of sale of 365 River Road, Bogota, New Jersey between him and his ex-wife, Cecilia Otero, as Sellers, and Claudia Marcela Duque, Gloria Liliana Salazar Arbaleaz and Jose Fanibal Duque, as Purchasers, pursuant to Contract of Sale, dated October 21, 2019.
 Proposed date for completion: 08/04/2021
☐ Refinance of real property:
 Description:
 Proposed date for completion: _____
☐ Loan modification with respect to mortgage encumbering property:
 Description:
 Proposed date for completion: _____
- d. ☒ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ☒ NONE

- a. Adequate protection payments will be made in the amount of _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).
- b. Adequate protection payments will be made in the amount of _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

- a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	\$600.00
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE <u>\$0.00</u>
DOMESTIC SUPPORT OBLIGATION		\$0.00

Creditor	Type of Priority	Amount to be Paid
U.S. Department of Treasury	Taxes or Penalties Owed to Governmental Units	\$3,233.63
State of New Jersey	Taxes or Penalties Owed to Governmental Units	\$530.93

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C. 1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506 ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
DJ Limousine Car Service Inc.	1992 Peterbilt 379	\$8,680.00	Collateral to be surrendered in full satisfaction of claim.
DJ Limousine Car Service Inc.	2004 Freightliner Conventional	\$10,595.00	Collateral to be surrendered in full satisfaction of claim.
DJ Limousine Car Service Inc.	1996 Peterbilt 379	\$8,210.00	Collateral to be surrendered in full satisfaction of claim.
DJ Limousine Car Service Inc.	2008 Freightliner Cascadia	\$13,140.00	Collateral to be surrendered in full satisfaction of claim.
DJ Limousine Car Service Inc.	2005 Peterbilt 379	\$6,840.00	Collateral to be surrendered in full satisfaction of claim.
DJ Limousine Car Service Inc.	1993 Peterbilt 379	\$8,230.00	Collateral to be surrendered in full satisfaction of claim.

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: ☒ NONE

Creditor	Collateral	Total Amount to be Paid Through the Plan
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Part 5: Unsecured Claims ☐ NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

☐ Not less than _____ to be distributed *pro rata*

☐ Not less than _____ percent

☒ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☐ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment of Debtor	Post-Petition Payment
Duque Salazar, Claudia Marcela		Sale of 365 River Road, Bogota, New Jersey 07603	Assume	
Salazar Arbalaez, Gloria Liliana		Sale of 365 River Road, Bogota, New Jersey 07603	Assume	
Duque, Jose Fanibal		Sale of 365 River Road, Bogota, New Jersey 07603	Assume	
Otero, Cecilia		Sale of 365 River Road, Bogota, New Jersey 07603	Assumed	

Part 7: Motions ☐ NONE

NOTE: All plans containing motions must be served on all affected lienholders, together with local form, Notice of Chapter 13 Plan Transmittal, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☐ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
American Express	365 River Road Bogota, NJ 07603	Judgment lien from lawsuit; Judgment No. (J-084559-11)	\$62,621.00	\$540,000.00	\$25,150.00	\$0.00	\$62,621.00
Julian Hernandez	365 River Road Bogota, NJ 07603	Judgment lien from lawsuit; Judgment No. (DJ-028838-18)	\$5,683.00	\$540,000.00	\$25,150.00	\$116,432.00	\$5,683.00
Midland Credit Management, Inc.	365 River Road Bogota, NJ 07603	Judgment lien from lawsuit; Judgment No. (DJ-146813-17)	\$3,642.00	\$540,000.00	\$25,150.00	\$108,567.00	\$3,642.00
Midland Credit Management, Inc.	365 River Road Bogota, NJ 07603	Judgment lien from lawsuit; Judgment No. (DJ-193997-17)	\$2,723.00	\$540,000.00	\$25,150.00	\$112,209.00	\$2,723.00
Weinberg & Cooper, LLC	365 River Road Bogota, NJ 07603	Attorney Fees (J-114312-14)	\$5,000.00	\$540,000.00	\$25,150.00	\$62,621.00	\$5,000.00
Weinberg & Cooper, LLC	365 River Road Bogota, NJ 07603	Attorney Fees (J-091503-20)	\$4,124.00	\$540,000.00	\$25,150.00	\$122,115.00	\$4,124.00

L.T. Asset Recovery, LLC	365 River Road Bogota, NJ 07603	Judgment lien from lawsuit; Judgment No. (DJ-056030-10)	\$12,391.00	\$540,000.00	\$25,150.00	\$126,239.00	\$12,391.00
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured ☒ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☐ Upon confirmation
☒ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Chapter 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Priority Claims
- 4) Secured Claims
- 5) Lease Arrearages
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ **NONE**

NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 2/03/2021

Explain below why the plan is being modified:	Explain below how the plan is being modified:
Debtor's plan is being modified to include the surrender of the trucks financed through DJ Limousine Car Service Inc. on Part 4 (e).	Part 4(e): "Surrender" of Plan is amended to include the trucks financed through DJ Limousine Car Service Inc. and indicate that the Debtor will be surrendering the collaterals in full satisfaction of claim.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes

☒ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain Here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 1/17/2022 /s/ Evaristo Burdiez
Evaristo Burdiez
Debtor

Date: _____
Joint Debtor

Date: 1/17/2022 /s/ Roger Chavez
Roger Chavez
Attorney for Debtor(s)
Bar Number: RC4040
Law Offices of Roger Chavez
Robert Treat Center
50 Park Place Suite 1104
Newark, NJ 07102-3806
Phone: (973) 735-0530
Email: rchavez@chavezlegal.com

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DJ Limousine Car Service, Inc.
2113 39th Avenue
Long Island City, NY 11101-3607

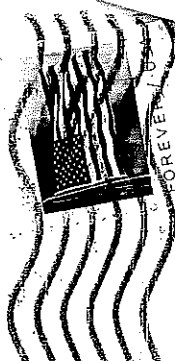
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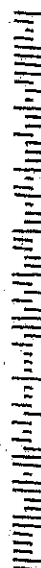
U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
RECEIVED

2022 FEB - 3 A 9 55

DISTRICT OF NEW JERSEY
MLK JR FEDERAL BUILDING
CASE NO# 20-23664/VFP
50 WALNUT STREET
NEWARK, NJ 07102

DJ LIMOUSINE CAR SERVICE INC
21-13 39TH AVENUE
LONG ISLAND CITY, NY 11101

XRAYED



07102-355199

